

SECTION B – SUPPLIES OR SERVICES AND PRICES – PART I

B.1 SCHEDULE

CLIN	DESCRIPTION	PRICE
Base Year (November 1, 2005 – October 31, 2006)		
0001	Non-exclusive license for the government use of the contractor's international patent database and unlimited access through commercial hosts.	N/A
0001AA	1 st Quarter 2006	
0001AB	2 nd Quarter 2006	
0001AC	3 rd Quarter 2006	
0001AD	4 th Quarter 2006	
0002	Non-exclusive license for international patent database public accessibility at government facilities.	
0003	On-site Training *	
0004	Technical Assistance *	
Option Year 1 (November 1, 2006 – October 31, 2007)		
0005	Non-exclusive license for the government use of the contractor's international patent database and unlimited access through commercial hosts.	N/A
0005AA	1 st Quarter 2007	
0005AB	2 nd Quarter 2007	
0005AC	3 rd Quarter 2007	
0005AD	4 th Quarter 2007	
0006	Non-exclusive license for international patent database public accessibility at government facilities.	
0007	On-site Training *	
0008	Technical Assistance *	
Option Year 2 (November 1, 2007 – October 31, 2008)		
0009	Non-exclusive license for the government use of the contractor's international patent database and unlimited access through commercial hosts.	N/A
0009AA	1 st Quarter 2008	
0009AB	2 nd Quarter 2008	
0009AC	3 rd Quarter 2008	
0009AD	4 th Quarter 2008	
0010	Non-exclusive license for international patent database public accessibility at government facilities.	
0011	On-site Training *	
0012	Technical Assistance *	
Option Year 3 (November 1, 2008 – October 31, 2009)		
0013	Non-exclusive license for the government use of the contractor's international patent database and unlimited access through commercial hosts.	N/A

0013AA	1 st Quarter 2009	
0013AB	2 nd Quarter 2009	
0013AC	3 rd Quarter 2009	
0013AD	4 th Quarter 2009	
0014	Non-exclusive license for international patent database public accessibility at government facilities.	
0015	On-site Training *	
0016	Technical Assistance *	
Option Year 4 (November 1, 2009 – October 31, 2010)		
00017	Non-exclusive license for the government use of the contractor's international patent database and unlimited access through commercial hosts.	N/A
0017AA	1 st Quarter 2010	
0017AB	2 nd Quarter 2010	
0017AC	3 rd Quarter 2010	
0017AD	4 th Quarter 2010	
0018	Non-exclusive license for international patent database public accessibility at government facilities.	
0019	On-site Training *	
0020	Technical Assistance *	

B.2 PRICING AND INVOICING APPROACH

a) Offeror shall insert a fixed, per unit, cost based on 300 hours for the On-site Training and Technical Assistance contract line items.

b) USPTO will continue to pay for all international patents database usage it has made on the commercial hosts identified in Section L.3.D.1, by setting the respectively monthly invoices directly with the host(s) concerned. Contractor will invoice USPTO quarterly in arrears for the difference between the sums billed to USPTO by commercial online hosts for the international patents database use and the scheduled fee (set out in Schedule B1 above).

For example, the payment for January through March 2006 will be invoiced approximately in mid_May 2006, showing the full price of CLIN 0001AA, the combined total of USPTO's monthly host online payments for January 2006 thru March 2006 (already paid to the hosts), and the amount of the difference to be paid by USPTO for January 2006 through March 2006.

SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1. STATEMENT OF WORK/SPECIFICATIONS

International Patents Database Requirements

The acquisition objective is to acquire a license for a multi-year international patents database with possible value-added features for unlimited government use and limited public use.

Contractor shall have an agreement with commercial hosts to provide USPTO access to the international patents database.

“Government Use” includes use by USPTO employees wherever situated, such as agency telework and work-from-home programs, and USPTO contractors. Limited public use is defined as unlimited access by the general public at USPTO facilities. Value-added features are defined as additional intellectual features or capabilities which exceed the minimum mandatory requirements, including information added to a record by means other than mechanical word-for-word translations.

Coverage

The database shall contain at a minimum records from countries and dates listed in Annex I (see Section J).

Records

Each record in the database shall contain a concise summary of published patent documents from the countries listed in Annex I. Each bibliographic record shall contain, at a minimum, the follow elements in English:

Element	Description
TITLE	of invention, enhanced title in English is preferred
APPLICANT(S)/INVENTOR(S)	whichever applies and if available
PATENT-ASSIGNEE(S)	with Classified Assignee(s) code(s)
PUBLICATION DATA	including but not limited to, publication numbers, publication dates, kind codes, country codes
PRIORITY DATA	if available
PATENT-FAMILY	including the publication numbers, publication dates, kind codes, country codes
DESIGNATED-STATES	if a PCT application is present
APPLICATION-DATA	including but not limited to application dates, application numbers and filing country
CLASSIFICATION	ability to retrieve documents using IPC, including current IPC from the Master Classification Database, and where available, IPC 8 assigned to the document from the Master Classification Database. Also, by July 2006, the ability to

	retrieve documents using USPC classifications provided by USPTO.
INDEXING CODES	ability to retrieve documents using deep indexing codes or other code systems other than USPC, IPC, ECLA, FI/F-TERMS for searching specific features of the records would be preferred.
ABSTRACT	translated into English, preferable with value-added information and done intellectually rather than by machine translation. The abstract should be claim-based which incorporates the main technical features and include intellectually selected drawing most representative of the invention, where available. It is recognized that some early dated records may not have abstracts.
KEYWORDS	words/phrases that describe key features of the invention

Classification Search

As described above, each record shall contain at least the updated current IPC classifications from the Master Classification Database and the ability to retrieve documents using the current IPC (including IPC 8 where available) assigned to the document in the Master Classification. By July 2006, records shall also contain USPC classifications provided by the USPTO and the ability to retrieve documents using the USPC classifications provided by USPTO. The USPTO has approximately six million non-US patent documents that have USPC classifications that will be provided to the contractor. The contractor shall incorporate those approximately six million USPC classifications into the records, where available, of the international patents database.

Backfile data

The backfile data containing all past records shall be delivered in XML format on high-density media, along with applicable documentation and sample files. Future updates to the database shall be in the same format as the backfile.

Updates

Periodic updates to the database covering latest patent documents issued by the patent authorities shall be provided weekly at a minimum. The periodic updates shall be in the form of complete full record replacements. The data transport method shall be "sftp" between data provider and USPTO.

Technical Assistance

The contractor shall provide technical assistance to load the data at the USPTO to make the database available for searching prior to the first delivery order award date of January 1, 2006. Inspection and acceptance of the database shall not start until it's certified as loaded by the COTR per Section E – Inspection and Acceptance clause of the contract.

Training

The contractor shall supply a computer-based training module for the product that provides instruction on search commands and effective search techniques. The module will be customized for different examining groups by using search examples corresponding to different areas of technology specified by USPTO. The module must be web accessible and meet USPTO standards for Section 508. The contractor shall further supply up to 300 hours of classroom training annually.

Electronic manuals and other help files shall be provided for loading in USPTO search system to provide assistance to the user on the content and use of the database. Paper copies of manuals shall be provided, as required. All materials shall be Section 508 compliant.

Accessibility

There is a need by public users at USPTO public information facilities to access international patents through USPTO search systems. The license shall include the option by USPTO to provide unlimited access to the international patents database through USPTO search systems at public information facilities located at the USPTO. This license will not include access to the international patents database through commercial hosts for public users.

SECTION D – PACKAGING AND MARKING

D.1 PACKING FOR DOMESTIC SHIPMENT

Material shall be packed for shipment in such a manner acceptable to common carriers and shall be delivered F.O.B. Destination. Containers and closures shall comply with Interstate Commerce Commission regulations, Uniform Freight Classification Rules, or other regulations of carriers as applicable to the mode of transportation.

D.2 MARKING DELIVERABLES

The contract number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items called for by the contract. The packages under this requirement shall be marked and addressed to the proper destinations and shipped to these destinations as specific in Section F.5 Delivery Location.

SECTION E – INSPECTION AND ACCEPTANCE

E.1. 52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and affect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.arnet.gov/far>

52.246-02	Inspection of Supplies – Fixed Price	AUG 1996
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E.2 INSPECTION AND ACCEPTANCE

The COTR or authorized representative(s) will perform final inspection and acceptance of services to be provided under this contract within thirty (30) days of delivery. Final acceptance will not be made until all the backfile data is loaded and accepted by the USPTO. Contractor shall not submit an invoice until final inspection and acceptance of the deliverables is completed by the COTR named in Section G.3.

SECTION F – DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: www.arnet.gov/far.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

Number	Title	Date
52.242-15	STOP-WORK ORDER	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984

F.2 ORDERS

Items (CLINs) to be furnished under this contract shall be ordered quarterly from the USPTO Contracting Officer. No supplies or services shall be rendered without an order.

F.3 The Government requires delivery to be made according to Statement of Work after receipt of the delivery order.

F.4 EFFECTIVE PERIOD OF THE CONTRACT

The effective period of the contract is from January 1, 2006 through December 31, 2010.

The period of performance schedule is as follows:

Period	Start Date	End Date
Base Year	November 1, 2005	October 31, 2006
Option Year 1	November 1, 2006	October 31, 2007
Option Year 2	November 1, 2007	October 31, 2008
Option Year 3	November 1, 2008	October 31, 2009
Option Year 4	November 1, 2009	October 31, 2010
Incentive Award Option Year 5	November 1, 2010	October 31, 2011
Incentive Award Option Year 6	November 1, 2011	October 31, 2012

F.5 DELIVERY LOCATION

Shipment of deliverable items and reports shall be made to:

United States Patent and Trademark Office
Data Center Operations Division/Data Maintenance Branch
ATTN: Ms. Pola Jones/Mr. Andrew Evans
Madison East, Room 03D01/03D08
600 Dulany Street
Alexandria, VA 22314-1450
USA
Telephone: 571-272-5139/5131

**F.6 52.217-9 OPTION TO EXTEND THE TERM OF THE (MAR 2000)
CONTRACT – FIXED PRICE CONTRACT**

- (a) The Government may extend the term of this contract by written notice to the Contractor within 10 days before the contract expires, provided that the Government gives the contractor a preliminary written notice of its intent to extend at least 20 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract shall not exceed 60 months.

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The following individuals will be the Government points of contact during the performance of the contract.

(1) Contracting Officer's Technical Representative

A Contracting Officer's Technical Representative (COTR) will be designated on authority of the Contracting Officer to monitor all technical aspects and assist in administering the contract. The types of actions within the purview of the COTR's authority are to assure that the Contractor performs the technical requirements of the contract; to maintain both written and oral communications with the Contractor concerning the aspects of the contract within his/her purview; to issue written interpretations of technical requirements of Government drawings, designs and specifications; to monitor the Contractor's performance under the contract and notify the Contractor and Contracting Officer of any deficiencies observed; and to coordinate Government-Furnished Property or Data availability and provide for site entry of Contractor personnel if required. A letter of designation will be issued to the COTR with a copy supplied to the Contractor, stating the responsibilities and limitations of the COTR. This letter will clarify to all parties to this contract the responsibilities of the COTR. At no time may the scope of work, price, delivery dates, or other mutually agreed upon terms or provisions of the contract be changed without being executed in writing by the Contracting Officer authorizing such changes.

(2) Contracting Officer

All contract administration will be effected by the Contracting Officer, address as shown on the face page of this solicitation. Communications pertaining to contract administration matters will be addressed to the Contracting Officer. No changes in or deviation from the scope of work shall be effected without a Supplemental Agreement executed by the Contracting Officer authorizing such changes.

G.2 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result.

G.3 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) - TECHNICAL DIRECTION

- (a) The Contracting Officer hereby designates the individual named below as the Contracting Officer's Technical Representative:

NAME: Christopher Kim

ADDRESS: U.S. Department of Commerce
Patent and Trademark Office
International Liaison Staff
600 Dulany St, MDW 8C83
Alexandria, VA 22314-1450

Phone: (571) 272-7815

- (b) The COTR may be changed at any time by the Government without prior notice to the Contractor, but notification of the change, including the name and address of the successor COTR, will be promptly provided to the Contractor by the Contracting Officer in writing.
- (c) The responsibilities and limitations of the COTR are as follows:
- (1) The COTR is responsible for the technical aspects of the project and technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.
 - (2) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the Contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COTR may designate assistant COTR(s) to act for him by naming such assistant in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

G.4 INVOICING AND PAYMENT INSTRUCTIONS

- (a) Invoices shall be submitted in an original and 2 copies to the following:

U.S. Patent and Trademark Office
Office of Finance
Mail Stop 17
BOX 1450
Alexandria, VA 22313-1450

To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

- (1) Name of Contractor, invoice number and invoice date.
- (2) Contract number and task order number.
- (3) Description, price, and quantity of services actually rendered.
- (4) Payment terms.
- (5) Name, title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
- (6) The following statement on the reverse side of the original of each invoice:

COTR'S CERTIFICATION

I certify to the best of my knowledge and belief that the services shown on the invoice have been performed and are accepted.

COTR Signature

Date

- (b) If services are rejected for failure to conform to the contract requirements, the provisions in the Prompt Payment clause (FAR 52.232-25 - See Section I) will apply to the new acceptance of replacement services.

G.5 ELECTRONIC PAYMENT INFORMATION

- (a) The information required by the clause at FAR 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (see Section I), shall be forwarded by the Contractor to the below-designated office:

U.S. Patent and Trademark Office
Office of Finance,
Mail Stop 17
BOX 1450
Alexandria, VA 22313-1450

If requested, a form will be provided to the Contractor for this purpose. In the event payment is assigned to a bank, thrift, or other financing institution pursuant to the clause FAR 52.232-23,

Assignment of Claims (see Section I), the Contractor shall forward that form to the assignee for completion.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 TYPE OF CONTRACT

This is a fixed-price type contract for commercial items/services.

H.2 AWARD TERM OPTION INCENTIVES

- (a) In an effort to establish long-term business relationships based on sustained superior performance, this contract provides the contractor the opportunity to earn the addition of up to two (2) more option years of contract performance (beyond the base period and regular option periods) in the form of Award Term Options.
- (b) Following the base period (and assuming the period of performance has been extended through the exercise of regular options), up to 2 award term options may be earned by the contractor through achieving and maintaining superior performance levels. These performance levels will be mutually agreed upon between USPTO and the contractor in the Award Term Incentive Plan. This plan will be bilaterally added to the contract within one year after contract execution. Within 6 months after award of the resulting contract, the successful Offeror shall submit a draft of the Award Term Incentive Plan to USPTO for negotiation.
- (c) The USPTO will designate an Award Term Determining Official (ATDO), who will be responsible for the overall award term evaluation. The TDO will unilaterally decide whether or not the contractor has earned the addition of the award term option. If the TDO authorizes the addition of an award term, the contractor shall, within 90 days, submit a priced proposal for the subject award term option year. Following price negotiations, a supplemental agreement will be issued to revise Section B to include the new award term option year and prices. A successful award term evaluation shall not entitle the contractor to the award term option. The award term option will be exercised (unilaterally) by the Contracting Officer after evaluation in accordance with FAR 17.2, but only if the quality levels have been maintained from the time of the ATDO decision.

H.3 ORGANIZATIONAL CONFLICT OF INTEREST

- (a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.
- (b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

- (c) Remedies - The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.
- (d) The Contractor further agrees to insert provisions which shall conform substantially to the language of this clause, including this paragraph (d), in any subcontract or consultant agreement hereunder.

H.4 ADVERTISING OF AWARD

The Contractor agrees not to refer to awards in commercial advertising in such manner as to state or imply that the services provided are endorsed or preferred by the Federal Government, it is considered by the Government to be superior to other services. Advertisements, press releases, and publicity of a contract by a supplier shall not be made without the prior express written permission of the Contracting Officer.

H.5 NOTICE TO THE GOVERNMENT OF DELAYS

In the event the Contractor encounters difficulty in meeting performance requirements, or when it anticipates difficulty in complying with the contract delivery schedule or date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer and the COTR, in writing, giving pertinent details, provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date or of any rights or remedies provided by law or under this contract.

H.6 ACCESS TO GOVERNMENT FACILITIES

During the life of the contract, the rights of ingress and egress to and from the Government facility for Contractor personnel shall be made available as required. During all operations on Government premises, Contractor personnel shall comply with the rules and regulations governing the conduct of personnel and the operation of the facility. The Government reserves the right to require Contractor personnel to sign in upon ingress and sign out upon egress to and from the Government facility.

H.7 SECRECY AND USAGE OF PATENT INFORMATION

H.7.1 CAR 1352.239-73- SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY RESOURCES

(a) This clause is applicable to all contracts that include information technology resources or services in which the Contractor must have physical or electronic access to DOC's sensitive or classified information, which is contained in systems that directly support the mission of the Agency. For purposes of this clause the term "Sensitive" is defined by the guidance set forth in:

1) The *DOC IT Security Program Policy and Minimum Implementation Standards* (<http://www.osec.doc.gov/cio/itmhweb/itmhweb1.html>);

(2) The Office of Management and Budget (OMB) Circular A-130, Appendix III, *Security of Federal Automated Information Resources*, (<http://csrc.nist.gov/secplcy/a130app3.txt>) which states that there is a "presumption that all [general support systems] contain some sensitive information."; and

(3) The Computer Security Act of 1987 (P.L. 100-235) (<http://www.epic.org/crypto/csa/csa.html>), including the following definition of the term sensitive information "... any information, the loss, misuse, or unauthorized access, to or modification of which could adversely affect the national interest or the, conduct of federal programs, or the privacy to which individuals are entitled under section 552 a of title 5, Unites States Code (The Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy."

For purposes of this clause, the term "Classified" is defined by the guidance set forth in:

(1) The *DOC IT Security Program Policy and Minimum Implementation Standards*, Section 3.3.1.4 (<http://www.osec.doc.gov/cio/itmhweb/itmhweb1.html>).

(2) The *DOC Security Manual, Chapter 18* (<http://www.osec.doc.gov/osy/>).

(3) Executive Order 12958, as amended, Classified National Security Information.

Classified or national security information is information that has been specifically authorized to be protected from unauthorized disclosure in the interest of national defense or foreign policy under an Executive Order or Act of Congress.

Information technology resources include, but are not limited to, hardware, application software, system software, and information (data). Information technology services include, but are not limited to, the management, operation (including input, processing, transmission, and output), maintenance, programming, and system administration of computer systems, networks, and telecommunications systems. The Contractor shall be responsible for implementing sufficient Information Technology security, to reasonably prevent the compromise of DOC IT resources for all of the contractor's systems that are interconnected with a DOC network or DOC systems that are operated by the Contractor.

(b) All Contractor personnel performing under this contract and Contractor equipment used to process or store DOC data, or to connect to DOC networks, must comply with the requirements contained in the *DOC Information Technology Management Handbook* (<http://www.osec.doc.gov/cio/itmhweb/itmhweb1.html>), or equivalent/more specific agency or bureau guidance as specified immediately hereafter [insert agency or bureau specific guidance, if applicable].

(c) For all Contractor-owned systems for which performance of the contract requires

interconnection with a DOC network or that DOC data be stored or processed on them, the Contractor Shall:

(1) Provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor's IT Security Plan shall comply with federal

laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 *et seq.*) and the Federal Information Security Management Act of 2002, Pub. L. No. 107-347, 116 Stat. 2899, 2946-2961 (2002); Pub. L. No. 107-296, 116 Stat. 2135, 2259-2273 (2002). 38 WEEKLY COMP. PRES. DOC. 51, 2174 (Dec. 23, 2002) (providing statement by President George W. Bush regarding Federal Information Security Management Act of 2002). The plan shall meet IT security requirements in accordance with Federal and DOC policies and procedures that include, but are not limited to:

(a) OMB Circular A-130, *Management of Federal Information Resources*, Appendix III, *Security of Federal Automated Information Resources*

(<http://csrc.nist.gov/secplcy/a130app3.txt>);

(b) National Institute of Standards and Technology Special Publication 800-18, *Guide for Developing Security Plans for Information Technology Systems*

(<http://csrc.nist.gov/publications/nistpubs/800-18/Planguide.PDF>) ; and

(c) DOC Procedures and Guidelines in the *Information Technology Management Handbook* (<http://www.ossec.doc.gov/cio/itmhwweb/itmhwweb1.html>). .

(d) National Industrial Security Program Operating Manual (NISPOM) for classified systems (<http://www.dss.mil/isec/nispom.htm>); and

(e) [Insert agency or bureau specific guidance].

(2) Within 14 days after contract award, the contractor shall submit for DOC approval a System Certification and Accreditation package, including the IT Security Plan and a system certification test plan, as outlined in *DOC IT Security Program Policy*, Sections 3.4 and 3.5 (<http://home.ossec.doc.gov/DOC-IT-Security-Program-Policy.htm>). The Certification and Accreditation Package must be consistent with and provide further detail for the security approach contained in the offeror's proposal or sealed bid that resulted in the award of this contract and in compliance with the requirements stated in this clause. The Certification and Accreditation Package, as approved by the Contracting Officer, in consultation with the DOC IT Security Manager, or Agency/Bureau IT Security Manager/Officer, shall be incorporated as part of the contract. DOC will use the incorporated IT Security Plan as the basis for certification and accreditation of the contractor system that will process DOC data or connect to DOC networks. Failure to submit and receive approval of the Certification and Accreditation Package, as outlined in *DOC IT Security Program Policy*, Sections 3.4 and 3.5 ([http://home.ossec.doc.gov/DOC-ITSecurity- Program-Policy.htm](http://home.ossec.doc.gov/DOC-ITSecurity-Program-Policy.htm)) may result in termination of the contract.

(d) The Contractor shall incorporate this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

H.7.2 CAR 1352.239-74 SECURITY PROCESSING REQUIREMENTS FOR CONTRACTORS/SUBCONTRACTOR PERSONNEL FOR ACCESSING DOC INFORMATION TECHNOLOGY SYSTEMS

(a) Contractor personnel requiring any access to systems operated by the Contractor for DOC or interconnected to a DOC network to perform contract services shall be screened at an appropriate level in accordance with Commerce Acquisition Manual 1337.70, *Security Processing Requirements for Service Contracts*. DOC shall provide screening using standard personnel screening forms, which the Contractor shall submit to the DOC Contracting Officer's Technical Representative (COTR) based on the following guidance:

- 1) Contract personnel performing work designated Contract High Risk and personnel performing work designated Contract Moderate Risk in the information technology (IT) occupations and those with "global access" to an automated information system require a favorable pre-employment check before the start of work on the contract, regardless of the expected duration of the contract. After a favorable pre-employment check has been obtained, the Background Investigation (BI) for Contract High Risk and the Minimum Background Investigation (MBI) for Contract IT Moderate Risk positions must be initiated within three working days of the start of work.
- 2) Contract personnel performing work designated Contract Moderate Risk who are not performing IT-related contract work do not require a favorable pre-employment check prior to their employment; however, the Minimum Background Investigation (MBI) must be initiated within three working days of the subject's start of work on the contract, regardless of the expected duration of the contract.
- 3) Contract personnel performing work designated Contract Low Risk will require a National Agency Check and Inquiries (NACI) upon the subject's start of work on the contract if the expected duration of the contract exceeds 365 calendar days. The NACI must be initiated within three working days of the subject's start of work on the contract.
- 4) Contract personnel performing work designated Contract Low Risk will require a Special Agreement Check (SAC) upon the subject's start of work on the contract if the expected duration of the contract (including options) exceeds 180 calendar days but is less than 365 calendar days. The SAC must be initiated within three working days of the subject's start of work on the contract.
- 5) Contract personnel performing work on contracts requiring access to classified information must undergo investigative processing according to the Department of Defense National Industrial Security Program Operating Manual (NISPOM), (<http://www.dss.mil/isec/nispom.htm>) and be granted eligibility for access to classified information prior to beginning work on the contract. The security forms may be obtained from the cognizant DOC security office servicing your bureau, operating unit, or Departmental office. At the option of the government, interim access to DOC IT systems may be granted pending favorable completion of a pre-employment check. Final access may be granted only on completion of an appropriate investigation based upon the risk level assigned to the contract by the Contracting Officer.

(b) Within 5 days after contract award, the Contractor shall certify in writing to the COTR that its employees, in performance of the contract, have completed annual IT security awareness training in DOC IT Security policies, procedures, computer ethics, and best practices, in accordance with *DOC IT Security Program Policy*, section 3.13 (<http://home.osec.doc.gov/DOC-IT-Security-Program-Policy.htm>). The COTR will inform the Contractor of any other available DOC training resources.

(c) Within 5 days of contract award, the Contractor shall provide the COTR with signed

Nondisclosure Agreements as specified in Commerce Acquisition Regulation (CAR), 1352.209-72, *Restrictions Against Disclosures*.

(d) The Contractor shall afford DOC, including the Office of Inspector General, access to the Contractor's and subcontractor's facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of DOC data or to the function of computer systems operated on behalf of DOC, and to preserve evidence of computer crime.

(e) The Contractor shall incorporate this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

SECTION I – CONTRACT CLAUSES – PART II

I.1 52.212-2 EVALUATION – COMMERCIAL ITEMS JANUARY 1999

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Technical Factors:**Factor 1: Database Information**

- A. Extent of Coverage
 - (1) Patent Issuing Authorities
 - (2) Dates
 - (3) Currency and Update Capability
- B. Bibliographic Records
 - (1) Record Creation
 - (2) Completeness
 - (3) Backfile Data and Updates Deliverability
 - (4) Database Record Samples
- C. Translation Capability
 - (1) Value-added Information
 - (2) Human-provided Information
- D. Accessibility
 - (1) Through Commercial Hosts

Factor 2: Personnel Resources

- A. Indexers/Abstractors
- B. Technical Assistance Capability
- C. Training Capability

Factor 3: Experience**Factor 4: Past Performance****Cost Factor:****Factor 5: Total Price**

All Offerors must propose a price for each Contract Line Item (CLIN) as specified in the solicitation. Failure to do so may result in an unacceptable offer.

All CLINs will be evaluated. The Total Evaluated Cost, for award purposes, shall consist of the total price for all CLINs, including options.

The first four evaluation factors are of approximately equal weight and together are significantly more important than cost.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

I.2	52.212-05	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS.	OCTOBER 2003
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(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755).
- (2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer shall check as appropriate.]

 x (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

 x (2) 52.212-1, Instructions to Offerors – Commercial Items (Jan 2005)

 x (3) 52.212-3, Offeror Representations and Certifications – Commercial Items (Jan 2005)

 x (4) 52.212-4, Contract Terms and Conditions – Commercial Items (Oct 2003)

 (5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

 (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

 (7)(i) 52.219-5, Very Small Business Set-Aside (June 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

- ___ (ii) Alternate I (Mar 1999) of 52.219-5.
- ___ (iii) Alternate II (June 2003) of 52.219-5.
- X (8)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (Oct 1995) of 52.219-6.
- ___ (9)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (Oct 1995) of 52.219-7.
- ___ (10) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)).
- ___ (11)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2002) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (Oct 2001) of 52.219-9.
- ___ (iii) Alternate II (Oct 2001) of 52.219-9.
- X (12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- ___ (13)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (June 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (June 2003) of 52.219-23.
- ___ (14) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (15) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- X (16) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ___ (17) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Sep 2002) (E.O. 13126).
- X (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (19) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- X (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- X (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- X (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- ___ (23)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ___ (24) 52.225-1, Buy American Act-Supplies (June 2003) (41 U.S.C. 10a-10d).
- ___ (25)(i) 52.225-3, Buy American Act-North American Free Trade Agreement-Israeli Trade Act (June 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- ___ (ii) Alternate I (May 2002) of 52.225-3.
- ___ (iii) Alternate II (May 2002) of 52.225-3.
- ___ (26) 52.225-5, Trade Agreements (June 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- X (27) 52.225-13, Restrictions on Certain Foreign Purchases (June 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

___ (28) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).

___ (29) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).

___ (30) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (31) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (32) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

___ (33) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (34) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

___ (35) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (36)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631)..

___ (ii) Alternate I (Apr 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer check as appropriate.]

___ (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64); and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS – PART
III

- J.1 Patent Issuing Authorities – ANNEX I
- J.2 Past Performance Evaluation Questionnaire
- J.3 Past Performance Cover Letter

J.1 ATTACHMENT - PATENT ISSUING AUTHORITIES

Patent-Issuing Authority	DATES
AUSTRALIA	1983 onwards
AUSTRIA	1975 onwards
CANADA	1970 onwards
EURASIAN PATENT OFFICE	1996 onwards
EUROPEAN PATENT OFFICE	1978 onwards
FRANCE	1963 onwards
GERMANY	1963 onwards
JAPAN	1963 onwards
WIPO	1978 onwards
RUSSIAN FEDERATION	1994 onwards
SOVIET UNION	1963 - 1994
SWITZERLAND	1963 onwards
UNITED KINGDOM	1963 onwards
UNITED STATES	1963 onwards

J.2 ATTACHMENT – Past Performance Evaluation

**PAST PERFORMANCE QUESTIONNAIRE
INTERNATIONAL PATENT SEARCH DATABASE**

Vendor Being Evaluated _____

The United States Patent and Trademark Office (USPTO) has an acquisition objective to acquire a license for a multi-year international patents database with possible value-added features for unlimited government use and limited public use has as one of its responsibilities the maintenance of an International Patent Database. We are in the process of contracting with a vendor to provide these services. As part of the solicitation, the potential vendor has been asked to distribute this questionnaire to a point-of-contact from their previous projects. You have been selected by the vendor as the owner 's representative to provide an evaluation of their past performance.

Please answer all the questions. If a question does not apply, mark it "N/A" (Not Applicable). Verify that the name of the vendor is included at the top of each page. Return the completed questionnaire to Mr. Joe Troia, no later than the closing date of the RFP.

By mail to: Mr. Joe Troia
U.S. Patent and Trademark Office
Office of Procurement – Box 6
Box 1450, MDE 7D44
Alexandria, VA 22313-1450
Or by facsimile at (571) 273-8407.

If you have any questions or concerns about this evaluation, feel free to contact Mr. Joe Troia at (571) 272-8407. Your response is greatly appreciated.

Evaluator's Firm Name and Address _____	

Project	_____
Evaluator	_____
Signature	_____
Telephone	_____
E-Mail	_____
Date	_____
Fax	_____

Contract Details

Period of Time Covered	_____	to	_____
% of Contract Complete	_____		
Contract Type (circle one)	Fixed Price	Lump Sum	Other
Approximate Contract Value	_____		
Brief summary of services provided: _____			

INTERNATIONAL PATENTS DATABASE

- Did the vender have knowledge of abstracting patent documents ?

☐ Yes ☐ Usually ☐ Sometimes ☐ No

Comments: _____

- Were you satisfied with the quality of the abstracted records provided by the vendor?

☐ Yes ☐ Usually ☐ Sometimes ☐ No

Comments: _____

Were the English translations of the patent documents provided by the vendor to your satisfaction ?

☐ Yes ☐ Usually ☐ Sometimes ☐ No

Comments: _____

- Was the vendor's patent family information to your satisfaction ?

☐ Yes ☐ Usually ☐ Sometimes ☐ No

Comments: _____

- Did the vendor provide adequate, knowledgeable, and skilled staff?

☐ Yes ☐ Usually ☐ Sometimes ☐ Rarely without owner's persistence ☐ No

Comments: _____

- Were concerns addressed promptly by the staff and resolved?
☐ Yes ☐ Usually ☐ Sometimes ☐ Rarely without owner's persistence ☐ No

Comments: _____

Customer Service

- Did the vendor commit adequate resources in a timely fashion to the contract to meet the requirement and to successfully solve variations to the requirement?
☐ Yes ☐ Usually ☐ Sometimes ☐ Rarely without owner's persistence ☐ No
- Did the vendor offer suggestions on improving the requirement?
☐ Yes ☐ Usually ☐ Sometimes ☐ Rarely without owner's persistence ☐ No
- How satisfied were you with the work of the vendor?
☐ Very Satisfied ☐ Somewhat Satisfied ☐ Not Satisfied

Comments: _____

Timeliness of Performance

- Did the vendor adhere to required timelines as specified in the contract?
☐ Yes ☐ Usually ☐ Sometimes ☐ Rarely without owner's persistence ☐ No
- Did the vendor's management provide information in a timely manner?
☐ Yes ☐ Usually ☐ Sometimes ☐ Rarely without owner's persistence ☐ No

Comments: _____

Business Relations

- Was the vendor's management accessible when you needed to contact them?
☐ Yes ☐ Usually ☐ Sometimes ☐ Rarely without owner's persistence ☐ No
- Was the vendor proactive regarding concerns about issues that may impact contract performance?

☐ Yes ☐ Usually ☐ Sometimes ☐ Rarely without owner's persistence ☐ No

- Did the vendor communicate well with you and your firm's technical advisors?

☐ Yes ☐ Usually ☐ Sometimes ☐ Rarely without owner's persistence ☐ No

- Would you hire this vendor again?

☐ Yes

☐ Possibly

☐ No

Comments: _____

THANK YOU FOR YOUR ASSISTANCE IN COMPLETING THIS QUESTIONNAIRE

J.3 ATTACHMENT - Past Performance Cover Letter

From: _____ (Offeror)

To: _____ (Referenced government or commercial activity)

Subject: Past Performance Questionnaire.

Ref: (a) Contract Number _____ (Offeror fill in)
(b) FAR 15.306(b)(4)

Encl: (1) Past Performance Questionnaire.

1. The United States Patent and Trademark Office (USPTO) is currently conducting a competitive procurement under solicitation number DOC52PAPT0501029 for the procurement of an International Patent Database license, technical support and training for which we will be submitting an offer for USPTO's evaluation.
2. In order for the USPTO to evaluate our past performance under the reference (a) contract, it is requested that you complete the enclosure (1) questionnaire and forward it directly to the USPTO. The USPTO address is as follows:

United States Patent and Trademark Office
Office of Procurement
Box 1450, Mail Stop 6, MDE 7D44
Alexandria, VA 22313-1450

Attn: Joe Troia, Contract Specialist

Or, if sent by FAX, send to :

Mr. Joe Troia, FAX Number (571) 273-8407

The completed questionnaire must be received at USPTO by _____. (Offeror fill in)

3. Please be assured that, in order to promote candid responses, and in accordance with reference (b), the names of individuals providing information to the Government about an offeror's past performance are not to be disclosed by the Government to the offeror.
4. Any questions may be directed to _____, telephone number _____, and e-mail address _____. (Offeror fill in).

Thank you for your cooperation.

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF
OFFERORS – PART IV

K.1 52.212-03 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - MARCH 2005
COMMERCIAL ITEMS.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____.

TIN _____.

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual Gross Number of Employees	Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51--100	<input type="checkbox"/> \$1,000,001--\$2 million
<input type="checkbox"/> 101--250	<input type="checkbox"/> \$2,000,001--\$3.5 million
<input type="checkbox"/> 251--500	<input type="checkbox"/> \$3,500,001--\$5 million
<input type="checkbox"/> 501--750	<input type="checkbox"/> \$5,000,001--\$10 million
<input type="checkbox"/> 751--1,000	<input type="checkbox"/> \$10,000,001--\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either--

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--(1) Previous contracts and compliance. The offeror represents that--

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).

(Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an

employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

NAFTA Country or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy

American Act--North American Free Trade Agreement--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) [] Are, [] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) [] Have, [] have not, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) [] Are, [] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product	Listed Countries of Origin
--------------------	----------------------------

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

1. GENERAL

Each offeror must :

- (1) submit an offer (see paragraph 2.0);
- (2) submit written technical information (see paragraph 3.0);
- (3) submit a cost proposal (see paragraph 4.0).

When evaluating an offeror's capability to perform the prospective contract, the Government will consider how well the offeror complied with these instructions. The Government may consider an offeror's noncompliance with these instructions to be indicative of the type of conduct that it may expect from the offeror during contract performance.

1.1 Solicitation Response Requirements

The solicitation response will be contained in TWO (2) separate Volumes:

VOLUME	TITLE
I	Offer (completed RFP w/ all attachments, including Cost (Price) Information
II	Technical

Copies Required

VOLUME	TITLE	ORIGINALS	ADD'L COPIES	DISK* COPIES	PAGE LIMIT
I	OFFER (completed RFP w/ all attachments, including Cost (Price) information)	1	1	1	N/A
II	TECHNICAL	1	5	2	25 pages which includes illustrations and diagrams, but excludes resumes.

Note: All original and copies are paper copies unless designated with an asterisk. If the paper copies and the disks are not identical, the paper copies will be evaluated and not the disks.

Each volume shall be bound separately in three ring binders (to permit removal of sections) with each major part tabbed. All volume pages and paragraphs shall be numbered so the location of any statement is traceable to the appropriate volume, page and paragraph. The complete set of volumes will be accompanied by a signed cover letter (letter of transmittal) prepared on the company's letterhead stationery.

1.2 Format and Composition Limitation

Hard copy proposal pages are to be single-sided, with no smaller than 12-point font size, Times New Roman font on standard 8-1/2 x 11 inch paper in a standard three (3)-hole binder. One-inch minimum margins on each side, including top and bottom are required. Text within tables, diagrams, pictorial charts, or graphic material may use 8-point font. 11 x 17-inch foldout pages are allowed and will be counted as two pages. Every paragraph, figure, and table shall be numbered. The page count shall include all material with printed matter, figures, and appendices, except cover pages, title pages, tables of contents (TOC), lists of illustrations, tab pages, indexes and lists of tables. Pages excluded from the page count must contain only material pertinent to the page heading or be blank and marked "Intentionally Left Blank." Index pages and Tabs are required and shall be cross-referenced to the TOC. Every page, except those marked as blank, will be numbered. If the proposal exceeds the page limits identified in paragraph (b) above, the Government will remove the excess pages from the appropriate sections that were exceeded and those removed pages will not be evaluated.

Electronic proposal submissions and supporting information should be submitted on CD-ROM suitable for reading in a standard PC compatible CD-ROM drive. All view graphs shall be in Microsoft PowerPoint 2000 or later. All spreadsheets shall be in Microsoft Excel 2000 format or later. All text shall be in Microsoft Word 2000 or later. Automatically generated tables and indices are encouraged. All disks shall be "write-protected" and no field shall be password protected. Electronic files should be identical to paper submissions. In the event of an inconsistency, the paper submission shall control. Offerors shall not embed sound or video files into the electronic files. The disks shall be labeled to indicate the offeror's name, the solicitation number and associated volume number. **IMPORTANT:** The Offeror shall screen all diskettes for computer viruses prior to submittal and put a statement in its signed cover letter to the effect that that has been done and that the diskettes are virus-free.

The cover page of each Proposal Volume shall contain, in addition to the above statement:

- 1) Volume Number and Title (e.g., Volume II - Technical)
- 2) Item Nomenclature (i.e., IPD) and Request For Proposal (RFP) Number
- 3) Company Name of the Offeror
- 4) Offeror's Position on Disclosure of Proposal Data
- 5) Copy Number
- 6) Proposal Validity End Date

2.0. RFP (VOLUME I)

The completion of the RFP and submission to the Government of the RFP -- i.e., the offeror's offer, including the entire RFP and all of its attachments, and the Cost (Price) information -- will constitute an offer and will indicate the offeror's unconditional assent to the terms and conditions in this RFP. Any objection to any of the terms and conditions **will constitute a deficiency** which may **make the offer unacceptable**. An offeror may correct a deficiency only through discussions (see FAR 52.212-1) if discussions are held. However, **the Government intends to award a contract without discussions**. Therefore, offerors are cautioned to consult with the contracting officer in writing before submitting an offer that takes exception to any term or condition of this RFP. However, the Government reserves the right to conduct discussions and to permit offerors to revise their offers. If discussions are conducted, the Government reserves the right to use considerations of procurement evaluation efficiency in establishing the competitive range.

3.0. TECHNICAL PROPOSAL (VOLUME II)

The Technical Volume shall contain no cost information and shall be organized into sections as outlined below:

3.1. Factor 1: Database Information

A. Extent of Coverage. The offeror shall fully describe the extent of coverage of its database with respect to meeting or exceeding the requirement for coverage in the Statement of Work. That description shall include, at a minimum:

- (1) **Patent Issuing Authorities:** Identification of all patent issuing authorities in the database;
- (2) **Dates:** The dates of coverage included in the database; and
- (3) **Currency and Update Capability:** The currency of the database and the offeror's frequency of updates from the patent issuing authorities. Include a description of the process showing the time (lead time) for a record to be created in the database update from the time the patent document was published.

B. Bibliographic Records. The offeror shall fully describe its bibliographic records with respect to meeting or exceeding the requirements for bibliographic records in the Statement of Work. That description shall include, as a minimum:

- (1) **Record Creation:** A description of the entire record creation process, including intellectual activities; and capability for creating indexing codes or other code systems for searching specific information in the records.
- (2) **Completeness:** The completeness of the records in terms of the SOW requirements;
- (3) **Backfile and Update Data Deliverability:** The approach and capability to deliver backfile data in XML format on high-density media, along with applicable documentation and sample files. Include the currency and frequency of periodic updates to the database.
- (4) **Database Record Samples:** The offeror shall submit database record samples of one (1) English-speaking country and nine (9) non-English-speaking countries.

C. Translation Capability. The offeror shall fully describe its approach and capability for translation -- including human translation activities -- of database information from various languages into English, and shall also include, as a minimum:

- (1) **Value-added Information:** Its translation capability regarding databases that contain value-added information in addition to the direct translation of the patent document;
- (2) **Human-provided Information:** Its translation capability for databases that contain records prepared by human translation or records that have been machine translated and edited and reviewed by a human translator; and

D. Accessibility. The offeror shall fully describe the accessibility of its database through commercial hosts, to include as a minimum:

- (1) **Through Commercial Hosts:** Its approach and capability to provide unlimited access to patent documents, including the same information as in the USPTO government database, but through commercial hosts, in the following priority: STN; Dialog; Questel/Orbit.

3.2 Factor 2: Personnel Resources

- A. Indexers/Abstractors.** The offeror shall fully describe its personnel in terms of their capability to provide value-added information to databases. A skills matrix may be provided to describe its personnel.
- B. Technical Assistance Capability.** The offeror shall fully describe its organization and its personnel in terms of their capability to provide technical assistance as may be required by the Statement of Work, including its approach to technical assistance to load the data at the USPTO.
- C. Training Capability.** The offeror shall fully describe its organization and its personnel in terms of their capability to provide training as may be required by the Statement of Work, including its approach to providing government user classroom training courses, discussing such things as instructor credentials, manual production, etc.

3.3 Factor 3: Experience

The offeror shall discuss its experience within the last ten years (i.e., dating from 1 October 1995) in providing the same or similar database services as required by this solicitation. In doing so, the offeror shall include the dates under which the experience was gained, the title of the program, customer, contract number, dollar amount of the contract, and email address and/or telephone number for a point of contact relative thereto. The offeror shall explain why the experience cited is pertinent to the requirements of this solicitation, what lessons it learned from the experience, and how the offeror will correct or apply the lessons learned in fulfilling this contract. The offeror shall compare the type of work, scope of effort, and product/ technology involved, with the requirements under this solicitation. Overall, it is the offeror's responsibility to clearly explain, in sufficient detail, why its experience should be considered predictive of success in fulfilling the requirements of this contract, i.e., an analysis of how effectively the offeror can transition its experience into the implementation and provision of international patent data and information, including any required transitioning of its software architecture and support equipment in order to meet the requirements of this contract.

3.4 Factor 4: Past Performance

The Government will conduct a past performance evaluation based upon the past performance of the offeror and its major subcontractors proposed under this solicitation (if any) as it relates to the probability of successful accomplishment of the work required by the Section C statement of work. "Major subcontractor" is defined here as one with a subcontract valued at over \$1,000,000 or 10% of the cost/price, whichever is less.

The offeror shall submit, for itself and its major subcontractors, a list of previous contracts received, or in performance, during the past three years dating from 1 October 2002 (to include both prime and subcontracts) which are in any way relevant to the effort required by this solicitation. The list shall include all those contracts -- with an indication as to whether they are completed or in process -- the contracting activity (hereinafter referred to as the "referenced activity"), and a point of contact (POC) with name, telephone number, and e-mail address.

For each of those contracts and subcontracts, the offeror shall have the referenced activities complete and submit directly to the USPTO the "Past Performance Evaluation" questionnaire in Section J.

In addition, the offeror shall provide a narrative for each contract referenced, that gives a brief technical description of its scope of work, complexity, objectives achieved, and an explanation of any problems or delays encountered, and corrective action taken.

The government will obtain whatever information it deems most relevant to the required effort by written, telephonic, or any other means of inquiry available. References and other information sources other than those identified by the offeror may be contacted by the government and the reference information received may be used in the evaluation of the offeror's past performance in addition to questionnaire responses. Past performance

information already in the Government's possession may be used in the evaluation of the offeror's past performance as well.

Instructions for handling the “Past Performance Evaluation” questionnaire (See Section J)

(a) For each contract referenced -- and therefore, for each questionnaire -- the offeror shall complete Part 1: “General Information”.

(b) The offeror shall then forward a copy of the questionnaire to each of those Government and commercial activities referenced by the offeror in its proposal, and request that they complete the questionnaire.

(c) The offeror shall send the questionnaires early enough to the referenced activities so as to allow them sufficient time to complete the questionnaires and forward them directly to the USPTO so that they are received at the USPTO by the closing date of the RFP or sooner.

(d) Any questionnaires received directly from the offeror are not acceptable and will not be considered.

(e) The completed questionnaires by the referenced activities shall be forwarded to:

United States Patent and Trademark Office
Office of Procurement
Box 1450, Mail Stop 6
Alexandria, VA 22313-1450
Attention: Joe Troia, MDE 7D44

or fax to the Contracting Officer, Joe Troia at (571) 273.8407.

(f) A sample cover letter to be used by the offeror when sending the questionnaire to its referenced activities is included herein Section J.

(g) It is the offeror's responsibility to see that its referenced activities submit the completed questionnaires to USPTO. Accordingly, offerors are strongly advised to follow up to ensure they are submitted directly to the USPTO on time.

(h) Questionnaires that are received after the time set by the Government for their return receipt may nevertheless be considered by the Government if, in the subjective judgment of the contracting officer, it is warranted.

4.0. COST PROPOSAL (CONTAINED IN VOLUME I)

The Cost (i.e., Price) information required shall be submitted by completing Section B – Supplies or Services and Prices/Costs as provided in the RFP. The offeror shall complete Section B of the RFP by filling in the blanks using firm fixed prices in U.S. dollars, no cents. No

supporting cost or price data in a separate volume is necessary for this firm fixed price solicitation.

5.0 COMMUNICATION WITH USPTO

5.1 SOLICITATION AND AMENDMENTS

Solicitation information and amendments will be made available through the WORLD WIDE WEB/INTERNET. Users with INTERNET access can use WEB browsers such as MS Internet Explorer to access the FedbizOpps at <http://www.fedbizopps.gov>.

The solicitation, which will include related files listed under the solicitation number, can then be downloaded directly to your workstation.

Offerors are required to periodically check the Federal Business Opportunities website for any responses to questions and any issued amendments.

5.2 QUESTIONS CONCERNING THE SOLICITATION

Offerors may submit **written** questions requesting clarification of RFP requirements via:

METHOD	ADDRESS
INTERNET/EMAIL	joe.troia@uspto.gov
FAX	(571) 273-8407 Attn: Joe Troia
Mail	United States Patent and Trademark Office Office of Procurement Box 1450, Mail Stop 6 Alexandria, VA 22313-1450 Attn: Joe Troia, MDE 7D44

All questions regarding this RFP are due by October 3, 2005. Only written questions will be considered for receiving a response. It is the Government's intention that offeror questions and Government responses will be distributed electronically to all offerors if the response made only to the questioning offeror would be prejudicial to all other offerors unless doing so would prejudice the questioning offeror (e.g., by revealing its acquisition strategy). The questions may be edited if necessary to protect the identity and/or acquisition strategy of the questioning offeror. Information provided with each question should include the document name, document date, specific page, paragraph, clause, or other definitive citation requiring clarification.

The USPTO will continue to accept questions up to the closing date set for receipt of the proposals; however, time may not permit responses to questions delivered within 10 days of the closing date. Only questions submitted prior to the final 10 days of the proposal preparation time may be reasonably assured of an answer.

IMPORTANT NOTICE

Offerors are advised that mail sent via U.S. Government Postal Service may be delayed and/or damaged due to screening. Offerors are therefore advised that other means of delivery are encouraged in order to meet the RFP closing date.

The place, date, and time for receipt of proposals is specified in block nine (9) of the SF-33. All information is to be received by the date and time specified.

6.3 PROPOSAL SUBMISSION

All proposal documents shall be received no later than 1:00 p.m., Eastern Standard Time, October 12, 2005, in the U.S. Patent and Trademark Office, Office of Procurement to the attention of Joe Troia. Depending on the mode of delivery, offerors's responses should be addressed as follows:

U.S MAIL

U.S. Patent and Trademark Office
Office of Procurement
Box 1450, Mail Stop 6
Alexandria, VA 22313-1450
ATTN: Joe Troia, MDE 7D44/
DOC52PAPT0501029

or

HAND DELIVERY/COMMERCIAL (NON-USPS EXPERESS MAIL)

U.S. Patent and Trademark Office
Office of Procurement
600 Dulany St, Madison Building - East
Suite 7D44
Alexandria, VA 22313-1450
ATTN: Joe Troia/DOC52PAPT0501029

IMPORTANT NOTE:

The rights of ingress and egress to and from USPTO facilities for Contractor personnel is controlled by security. Therefore, Offerors are responsible for allowing sufficient time to be processed through security to ensure that its proposals are received by USPTO's Office of Procurement by the time and date specified above. Instruction will be provided to the security staff to assist receipt. Otherwise, the contracting officer or appropriate representative will be present at the security desk to receive proposals and provide receiving documentation.

When proposals are hand-carried or sent by courier service (non-USPS mail service), the Offeror assumes the full responsibility for insuring that the proposals are received by the date and time specified above.

Offerors shall be responsible for accessing the web page for any changes to this RFP. All changes, questions, and answers shall be posted at this location.